

Exhibit 7



NFL Collective Bargaining Agreement 1993-2003

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE NFL MANAGEMENT COUNCIL
AND
THE NFL PLAYERS ASSOCIATION
As Amended June 6, 1996



TABLE OF CONTENTS

INTRODUCTION	1
PREAMBLE	3
ARTICLE I DEFINITIONS	4
Section 1. General Definitions	4
Section 2. Free Agency Definitions	5
Section 3. Salary Cap Definitions	6
Section 4. Further Definitions	7
ARTICLE II GOVERNING AGREEMENT	9
Section 1. Conflicts	9
Section 2. Implementation	9
Section 3. Management Rights	9
Section 4. Rounding	9
ARTICLE III SCOPE OF AGREEMENT	10
Section 1. Scope	10
Section 2. Arbitration	10
ARTICLE IV NO STRIKE/LOCKOUT/SUIT	11
Section 1. No Strike/Lockout	11
Section 2. No Suit	11
Section 3. Releases	12
ARTICLE V UNION SECURITY	13
Section 1. Union Security	13
Section 2. Check-off	13
Section 3. NFLPA Meetings	13
Section 4. NFLPA Player Group Licensing Program	13
Section 5. Disputes	14
Section 6. Procedures for Enforcement	14
Section 7. NFLPA Responsibility	15
Section 8. Orientations	15
ARTICLE VI NFLPA AGENT CERTIFICATION	16
Section 1. Exclusive Representation	16
Section 2. Enforcement	16
Section 3. Penalty	16
ARTICLE VII PLAYER SECURITY	17
Section 1. No Discrimination	17
Section 2. Personal Appearance	17

ARTICLE VIII CLUB DISCIPLINE	18
Section 1. Maximum Discipline	18
Section 2. Published Lists	19
Section 3. Uniformity	19
Section 4. Disputes	19
Section 5. Deduction	19
ARTICLE IX NON-INJURY GRIEVANCE	20
Section 1. Definition	20
Section 2. Initiation	20
Section 3. Filing	20
Section 4. Appeal	20
Section 5. Discovery	21
Section 6. Arbitration Panel	21
Section 7. Hearing	22
Section 8. Arbitrator's Decision and Award	23
Section 9. Time Limits	23
Section 10. Representation	23
Section 11. Costs	23
Section 12. Payment	24
Section 13. Grievance Settlement Committee	24
ARTICLE X INJURY GRIEVANCE	25
Section 1. Definition	25
Section 2. Filing	25
Section 3. Answer	25
Section 4. Neutral Physician	26
Section 5. Neutral Physician List	26
Section 6. Appeal	26
Section 7. Arbitration Panel	27
Section 8. Hearing	27
Section 9. Miscellaneous	28
Section 10. Expenses	29
Section 11. Pension Credit	29
Section 12. Payment	29
Section 13. Presumption of Fitness	29
Section 14. Playoff Money	29
Section 15. Information Exchange	30
Section 16. Discovery	30
ARTICLE XI COMMISSIONER DISCIPLINE	31
Section 1. League Discipline	31
Section 2. Time Limits	31
Section 3. Representation	31
Section 4. Costs	32

Section 5. One Penalty	32
Section 6. Fine Money	32
ARTICLE XII INJURY PROTECTION	33
Section 1. Qualification	33
Section 2. Benefit	33
Section 3. Disputes	33
ARTICLE XIII COMMITTEES	34
Section 1. Joint Committee	34
Section 2. Competition Committee	35
Section 3. Player/Club Operations Committee	35
ARTICLE XIV NFL PLAYER CONTRACT	36
Section 1. Form	36
Section 2. Term	36
Section 3. Changes	36
Section 4. Conformity	37
Section 5. General	37
Section 6. Commissioner Disapproval	38
Section 7. NFLPA Group Licensing Program	39
Section 8. Good Faith Negotiation	39
ARTICLE XV OPTION CLAUSE	41
Section 1. Prohibition	41
Section 2. Existing Option Clauses	41
ARTICLE XVI COLLEGE DRAFT	42
Section 1. Time of Draft	42
Section 2. Number of Choices	42
Section 3. Required Tender	42
Section 4. Signing of Drafted Rookies	42
Section 5. Other Professional Teams	43
Section 6. Return to College	44
Section 7. Assignment of Draft Rights	45
Section 8. Subsequent Draft	45
Section 9. No Subsequent Draft	45
Section 10. Compensatory Draft Selections	45
Section 11. Undrafted Rookies	46
Section 12. Notice of Signing	46
Section 13. Workouts of Draft-Eligible Players	46
ARTICLE XVII ENTERING PLAYER POOL	47
Section 1. Definition	47
Section 2. Covered League Years	47

Section 3. Calculation	47
Section 4. Operation	49
ARTICLE XVIII VETERANS WITH LESS THAN	
THREE ACCRUED SEASONS	53
Section 1. Accrued Seasons Calculation	53
Section 2. Negotiating Rights of Players With Less	
Than Three Accrued Seasons	53
Section 3. Minimum Salaries	53
Section 4. Notice of Signing	54
ARTICLE XIX VETERAN FREE AGENCY	55
Section 1. Unrestricted Free Agents	55
Section 2. Restricted Free Agents	56
Section 3. Offer Sheet and First Refusal Procedures	60
Section 4. Expedited Arbitration	62
Section 5. Individually Negotiated Limitations	
on Player Movement	63
Section 6. Notices, Etc.	64
ARTICLE XX FRANCHISE AND TRANSITION PLAYERS	66
Section 1. Franchise Player Designations	66
Section 2. Required Tender for Franchise Players	66
Section 3. Transition Player Designations	68
Section 4. Required Tender for Transition Players	68
Section 5. Right of First Refusal for Transition Players	69
Section 6. Lists	70
Section 7. Salary Information	70
Section 8. No Assignment	71
Section 9. Duration of Designation	71
Section 10. Franchise Player Designation Period	72
Section 11. Transition Player Designation Period	73
Section 12. Prospective Designation	74
Section 13. Right to Decline	74
Section 14. Other Terms	74
Section 15. Compensatory Draft Selection	74
Section 16. Signing Period for Transition Players	75
Section 17. Signing Period for Franchise Players	75
ARTICLE XXI FINAL EIGHT PLAN	77
Section 1. Application	77
Section 2. Top Four Teams	77
Section 3. Next Four Teams	77
Section 4. Replacement of Free Agents Signed by Other Club ..	77
Section 5. Increases	78

Section 6. Salary Definition	78
Section 7. Trade Limitation	78
ARTICLE XXII WAIVER SYSTEM	79
Section 1. Release	79
Section 2. Contract	79
Section 3. Ineligibility	79
Section 4. Notice of Termination	79
Section 5. NFLPA's Right to Personnel Information	80
Section 6. Rosters	80
ARTICLE XXIII TERMINATION PAY	81
Section 1. Eligibility	81
Section 2. Regular Season Signings	81
ARTICLE XXIV GUARANTEED LEAGUE-WIDE SALARY, SALARY CAP & MINIMUM TEAM SALARY	82
Section 1. Definitions	82
Section 2. Trigger For Guaranteed League-wide Salary, Salary Cap, and Minimum Team Salary	89
Section 3. Guaranteed League-wide Salary	89
Section 4. Salary Cap Amounts	89
Section 5. Minimum Team Salary	91
Section 6. Computation of Team Salary	92
Section 7. Valuation of Player Contracts	93
Section 8. 30% Rules	127
Section 9. Renegotiations and Extensions	129
Section 10. Accounting Procedures	130
ARTICLE XXV ENFORCEMENT OF THE SALARY CAP AND ENTERING PLAYER POOL	134
Section 1. Undisclosed Terms	134
Section 2. Circumvention	134
Section 3. Special Master Action	134
Section 4. Commissioner Disapproval	134
Section 5. Special Master Review	135
Section 6. Sanctions	135
Section 7. Prior Conference	135
ARTICLE XXVI SPECIAL MASTER	136
Section 1. Appointment	136
Section 2. Scope of Authority	136
Section 3. Discovery	137
Section 4. Compensation	137
Section 5. Procedures	137

Section 6. Selection of Special Masters	138
Section 7. Penalties	138
ARTICLE XXVII IMPARTIAL ARBITRATOR	139
Section 1. Selection	139
Section 2. Scope of Authority	139
Section 3. Effect of Rulings	139
Section 4. Discovery	139
Section 5. Compensation of Impartial Arbitrator	139
Section 6. Procedures	139
Section 7. Selection of Impartial Arbitrator	140
ARTICLE XXVIII ANTI-COLLUSION	141
Section 1. Prohibited Conduct	141
Section 2. Other Club Conduct	141
Section 3. Club Discretion	142
Section 4. League Disclosures	142
Section 5. Enforcement of Anti-Collusion Provisions	142
Section 6. Burden of Proof	142
Section 7. Summary Judgment	143
Section 8. Remedies	143
Section 9. Computation of Damages	144
Section 10. Player Election	144
Section 11. Payment of Damages	145
Section 12. Effect of Cap Computations	145
Section 13. Effect of Salary Cap	145
Section 14. No Reimbursement	145
Section 15. Costs	145
Section 16. Termination	145
Section 17. Time Limits	146
Section 18. Prior Conference	146
ARTICLE XXIX CERTIFICATIONS	147
Section 1. Contract Certification	147
Section 2. End of League Year Certification	147
Section 3. False Certification	148
ARTICLE XXX CONSULTATION AND INFORMATION SHARING	149
Section 1. Consultation and Communications	149
Section 2. Salary Summaries	149
Section 3. Notice of Invalid Contract	149
Section 4. Neutral Verifier	149
Section 5. Copies	150
Section 6. Meetings	150

ARTICLE XXXI EXPANSION	151
Section 1. Veteran Allocation	151
Section 2. Additional Compensatory Picks	151
Section 3. Entering Player Pool Adjustment	151
Section 4. Relocation Bonus	151
ARTICLE XXXII OTHER PROVISIONS	152
Section 1. CFL Rule	152
Section 2. Physically Unable to Perform	152
Section 3. Non-Football Injury	152
Section 4. Roster Exemption	152
ARTICLE XXXIII SQUAD SIZE	154
Section 1. Active List	154
Section 2. Pre-Season	154
Section 3. Inactive List	154
Section 4. Active and Inactive List Limit	154
ARTICLE XXIV PRACTICE SQUADS	155
Section 1. Practice Squads	155
Section 2. Signing With Other Clubs	155
Section 3. Salary	155
Section 4. Eligibility	155
ARTICLE XXXV OFF-SEASON WORKOUTS	157
Section 1. Voluntary Workouts	157
Section 2. Time Periods	157
Section 3. Payment	157
Section 4. Injuries	157
Section 5. Miscellaneous	157
Section 6. Pre-Training Camp Period	158
Section 7. Enforcement	158
ARTICLE XXXVI MINICAMPS	159
Section 1. Number	159
Section 2. Length	159
Section 3. Expenses	159
Section 4. Contract	159
Section 5. Injuries	159
ARTICLE XXXVII PRE-SEASON TRAINING CAMPS	160
Section 1. Definition	160
Section 2. Room and Board	160
Section 3. Rookie Per Diem	160
Section 4. Veteran Per Diem	160

Section 5. Reporting	160
Section 6. Number of Pre-Season Games	161
Section 7. Telephones	161
Section 8. Expenses	161
ARTICLE XXXVIII SALARIES	162
Section 1. 1993 Minimum Salaries	162
Section 2. Minimum Salaries For 1994-1998 League Years	162
Section 3. Credited Season	163
Section 4. Other Compensation	163
Section 5. Arbitration	163
Section 6. Payment	163
Section 7. Deferred Paragraph 5	164
Section 8. Number of Regular Season Games	164
Section 9. Copies of Contracts	164
Section 10. Split Contracts	164
Section 11. Funding of Deferred and Guaranteed Contracts	165
ARTICLE XXXIX MEAL ALLOWANCE	166
Section 1. Reimbursement	166
Section 2. Travel Day	166
ARTICLE XL DAYS OFF	167
Section 1. Rate	167
Section 2. Requirements	167
ARTICLE XLI MOVING AND TRAVEL EXPENSES	168
Section 1. Qualification	168
Section 2. Moving Expenses	168
Section 3. Travel Expenses	168
Section 4. Transportation	169
ARTICLE XLII POST-SEASON PAY	170
Section 1. System	170
Section 2. Compensation	170
Section 3. Wild Card Game; Division Play-off Game	170
Section 4. Conference Championship; Super Bowl Game	170
Section 5. Payment	171
ARTICLE XLIII PRO BOWL GAME	172
Section 1. Compensation	172
Section 2. Selection	172
Section 3. Wives	172
Section 4. Injury	172
Section 5. Payment	172

ARTICLE XLIV PLAYERS' RIGHTS TO MEDICAL CARE AND TREATMENT	173
Section 1. Club Physician	173
Section 2. Club Trainers	173
Section 3. Players' Right to a Second Medical Opinion	173
Section 4. Players' Right to a Surgeon of His Choice	173
Section 5. Standard Minimum Pre-Season Physical	173
Section 6. Substance Abuse	174
ARTICLE XLV ACCESS TO PERSONNEL AND MEDICAL RECORDS	175
Section 1. Personnel Records	175
Section 2. Medical Records	175
ARTICLE XLVI PLAYER BENEFIT COSTS	176
Section 1. Right of Reduction	176
Section 2. Right of Restoration	176
Section 3. Definition	176
Section 4. Resolution of Disputes	177
ARTICLE XLVII RETIREMENT PLAN	179
Section 1. Maintenance and Definitions	179
Section 2. Additional Credited Seasons	179
Section 3. Contributions	179
ARTICLE XLVIII SECOND CAREER SAVINGS PLAN	180
Section 1. Maintenance	180
Section 2. Contributions	180
ARTICLE XLIX GROUP INSURANCE	181
Section 1. Group Insurance Benefits	181
Section 2. Extended Post-Career Medical and Dental Insurance	182
Section 3. Limitations and Rules For Extended Insurance	182
Section 4. Financing For Extended Insurance	182
Section 5. Administration	184
ARTICLE L SEVERANCE PAY	185
Section 1. Eligibility	185
Section 2. Amount	185
Section 3. Application	185
Section 4. Payment	185
Section 5. Failure to Apply	185
Section 6. Only One Payment	186
Section 7. Payable to Survivor	186
Section 8. Prior Severance Pay	186

Section 9. Nonassignability	186
ARTICLE LI SUPPLEMENTAL DISABILITY BENEFITS	187
Section 1. Maintenance	187
Section 2. Contributions	187
Section 3. Extension	187
ARTICLE LII BENEFIT ARBITRATOR	188
Section 1. Selection	188
Section 2. Compensation	188
Section 3. Role	188
ARTICLE LIII RETENTION OF BENEFITS	190
ARTICLE LIV WORKERS' COMPENSATION	191
Section 1. Benefits	191
Section 2. Rejection of Coverage	191
Section 3. Arbitration	191
Section 4. Joint Study	191
Section 5. Moratorium	191
Section 6. Preservation of Rights	192
Section 7. Reopener	192
ARTICLE LV MISCELLANEOUS	193
Section 1. Endorsements	193
Section 2. On-Field Attire	193
Section 3. Appearances	193
Section 4. Promotion	193
Section 5. Deduction	193
Section 6. Public Statements	193
Section 7. Address	193
Section 8. NFLPA Tickets	193
Section 9. Player Tickets	194
Section 10. Tests	194
Section 11. League Security	194
Section 12. Career Planning Program	194
Section 13. Delivery of Documents	194
Section 14. Binding Effect	194
Section 15. Authorization	194
Section 16. Headings	195
Section 17. Time Periods	195
Section 18. Exhibits	195
Section 19. Parol Evidence	195
ARTICLE LVI FINAL LEAGUE YEAR	196

Section 1. No Salary Cap	196
Section 2. Free Agency If Salary Cap In League Year Prior to Final League Year	196
Section 3. Free Agency If No Salary Cap In League Year Prior To Final League Year	196
Section 4. Franchise and Transition Players	196
ARTICLE LVII MUTUAL RESERVATION OF RIGHTS:	
LABOR EXEMPTION	197
Section 1. Rights Under Law	197
Section 2. Labor Exemption	197
Section 3. CBA Expiration	197
ARTICLE LVIII DURATION OF AGREEMENT	198
Section 1. Effective Date	198
Section 2. Termination	198
Section 3. Termination Date	198
Section 4. Termination Prior to Expiration Date	198
Section 5. Ratification	200
ARTICLE LIX GOVERNING LAW	201
ARTICLE LX NOTICES	202
ARTICLE LXI EXTENSION OF AGREEMENT	203
APPENDIX A—CHECK-OFF AUTHORIZATION FOR NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION DEDUCTIONS	204
APPENDIX B—INJURY PROTECTION/EARLY WAIVER	206
APPENDIX C—NFL PLAYER CONTRACT	207
APPENDIX D—FIRST REFUSAL OFFER SHEET	216
APPENDIX E—FIRST REFUSAL EXERCISE NOTICE	217
APPENDIX F—WAIVER OF FREE AGENT RIGHTS	218
APPENDIX G—NOTICE OF TERMINATION	219
APPENDIX H—ACCOUNTANTS’ REVIEW PROCEDURES	220
APPENDIX I—STANDARD MINIMUM PRE-SEASON PHYSICAL EXAMINATION	228

APPENDIX J—ACTUARIAL ASSUMPTIONS AND ACTUARIAL COST METHOD	231
APPENDIX K—EXTENSION CHART	233
APPENDIX L—OFF-SEASON WORKOUT RULES	234
APPENDIX M—PSL EXAMPLES	235

INTRODUCTION

On June 6, 1996, the National Football League Management Council ("NFLMC") and the National Football League Players Association ("NFLPA") agreed to extend, with certain modifications, the 1993 NFL Collective Bargaining Agreement ("CBA").

This booklet incorporates that extension agreement into the original text of the 1993 CBA. The language extending and modifying the 1993 CBA is set forth in italic body copy with applicable notations to the extension agreement.

In addition, side letter agreements between the NFLMC and the NFLPA setting forth the parties' interpretation of various provisions of the CBA are reprinted in italics and indented within the appropriate articles.

For easy reference, the starting and ending provisions can be found at the top of each two-page set of this booklet.

PREAMBLE

This Agreement, which is the product of bona fide, arm's length collective bargaining, is made and entered into on the 6th day of May, 1993, in accordance with the provisions of the National Labor Relations Act, as amended, by and between the National Football League Management Council ("Management Council" or "NFLMC"), which is recognized as the sole and exclusive bargaining representative of present and future employer member Clubs of the National Football League ("NFL" or "League"), and the National Football League Players Association ("NFLPA"), which is recognized as the sole and exclusive bargaining representative of present and future employee players in the NFL in a bargaining unit described as follows:

1. All professional football players employed by a member club of the National Football League;
2. All professional football players who have been previously employed by a member club of the National Football League who are seeking employment with an NFL Club;
3. All rookie players once they are selected in the current year's NFL College Draft; and
4. All undrafted rookie players once they commence negotiation with an NFL Club concerning employment as a player.

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

Section 1. General Definitions:

- (a) "Agreement" means this Collective Bargaining Agreement, dated May 6, 1993.
- (b) "Class Counsel" means the law firm of Weil, Gotshal & Manges, 767 Fifth Avenue, New York, New York 10153, and the law firm of Lindquist & Vennum, 4200 IDS Center, Minneapolis, Minnesota 55402.
- (c) "Club" or "Team" or "Member," used interchangeably herein, means any entity that is a member of the NFL or operates a franchise in the NFL at any time during the term of this Agreement.
- (d) "Club Affiliate" or "Team Affiliate" means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to a Club or any owner of a Club.
- (e) "Commissioner" means the Commissioner of the NFL.
- (f) "Impartial Arbitrator" means the person authorized by this Agreement and the Settlement Agreement to hear and resolve specified disputes as provided in this Agreement and the Settlement Agreement.
- (g) "League Year" means the period from February 20 of one year through and including February 19 of the following year, or such other one year period to which the NFL and the NFLPA may agree. For 1993, the League Year shall begin on March 1 and end on the date on which all 1993 League Year contracts terminate, as agreed between the NFL and the NFLPA.
- (h) "NFL Player Contract" means the form of Player Contract utilized in the NFL.
- (i) "NFL Rules" means the Constitution and By-Laws, rules, and regulations of the NFL and/or the Management Council.
- (j) "Player Affiliate" means any entity or person owned by (wholly or partly), controlled by, affiliated with, or related to a player.
- (k) "Salary" means any compensation of money, property, investments, loans, or anything else of value that a Club pays to, or is obligated to pay to, a player or Player Affiliate, or is paid to a third party at the request of and for the benefit of a player or Player Affiliate, during a League Year, as calculated in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).
- (l) "Settlement Agreement" means the Stipulation and Settlement Agreement, dated February 26, 1993.
- (m) "Special Master" means the special master appointed and authorized by this Agreement and the Settlement Agreement to hear and resolve specified disputes as provided in this Agreement and the Settlement Agreement.

Section 2. Free Agency Definitions:

(n) "Accrued Season" means any playing season for which a player received credit with respect to his qualifications for Unrestricted Free Agency or Restricted Free Agency, as described in Article XIX (Veteran Free Agency).

(o) "Compensatory Draft Selection" means an additional Draft choice awarded to a Club as described in Article XIX (Veteran Free Agency) and Article XX (Franchise and Transition Players).

(p) "Draft" or "College Draft" means the NFL's annual draft of Rookie football players as described in Article XVI (College Draft).

(q) "Draft Choice Compensation" means the right of any Club, as described in Article XIX (Veteran Free Agency) and Article XX (Franchise and Transition Players), to receive draft pick(s) from any other Club.

(r) "Drafted Rookie" means a person who is selected in the current League Year's Draft or whose Draft rights are held, or continue to be held, consistent with this Agreement, by an NFL Club that selected the Rookie in a prior Draft.

(s) "Final Eight Plan" means the rules whereby signings of Unrestricted Free Agents are limited in Uncapped Years for the final eight play-off Clubs, under the limited circumstances described in Article XXI (Final Eight Plan).

(t) "Free Agent" means a player who is not under contract and is free to negotiate and sign a Player Contract with any NFL Club, without Draft Choice Compensation or any Right of First Refusal.

(u) "Minimum Salary" means the minimum annual Paragraph 5 Salary which shall be paid to an NFL player not on any Active list, and not on the Inactive list, pursuant to this Agreement.

(v) "Minimum Active/Inactive List Salary" means the minimum annual Paragraph 5 Salary which shall be paid to an NFL player on any Active list, or on the Inactive list, pursuant to this Agreement.

(w) "Negotiate" means, with respect to a player or his representatives on the one hand, and an NFL Club or its representatives on the other hand, to engage in any written or oral communication relating to efforts to reach agreement on employment and/or terms of employment between such player and such Club.

(x) "New Club" means any Club except the Prior Club (as defined below).

(y) "Player Contract" means a written agreement or series of such agreements executed at or about the same time between a person and an NFL Club pursuant to which such person is employed by such Club as a professional football player.

(z) "Prior Club" means the Club that contracted with or otherwise held the NFL playing rights for the player for the previous NFL League Year.

(aa) "Prior Year Salary" means the total of the Paragraph 5 Salary, roster and reporting bonuses, prorata portion of signing bonus, and other

Article I, Section 2 (ab)

payments to a player in compensation for the playing of professional football for the last League Year of the player's most recently negotiated Player Contract, except for performance bonuses other than roster and reporting bonuses. Beginning with the 1994 League Year, Prior Year Salary shall also include any un-repaid loans made, guaranteed or collateralized by a Team or its Team Affiliate to a player or Player Affiliate during or after the 1993 League Year.

(ab) "Renegotiate" means any change in Salary or the terms under which such Salary is earned or paid, or any change regarding the Club's right to trade the player, during the term of a Player Contract.

(ac) "Required Tender" means a Player Contract tender that a Club is required to make to a player pursuant to this Agreement, either as a matter of right with respect to the player, or to receive Rights of First Refusal, Draft Choice Compensation and/or other rights with respect to the player, as specified in this Agreement.

(ad) "Restricted Free Agent" means a Veteran who has three or more Accrued Seasons and who completes performance of his Player Contract, but who is still subject to a Right of First Refusal and/or Draft Choice Compensation in favor of his Prior Club.

(ae) "Right of First Refusal" means the right of an NFL Club, as described in Article XIX (Veteran Free Agency) and Article XX (Franchise and Transition Players) to retain the services of certain Veteran players by matching offers made to those players.

(af) "Rookie" means a person who has never signed a Player Contract with an NFL Club.

(ag) "Undrafted Rookie" means a Rookie who was eligible for but not selected in a College Draft.

(ah) "Unrestricted Free Agent" means a Veteran who completes performance of his Player Contract, and who is no longer subject to any exclusive negotiating rights, Right of First Refusal, or Draft Choice Compensation in favor of his Prior Club.

(ai) "Veteran" means a player who has signed at least one Player Contract with an NFL Club.

Section 3. Salary Cap Definitions:

(aj) "Benefits" or "Player Benefit Costs" means the specific benefits paid to players set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(ak) "Capped Year" means any League Year for which a Salary Cap is in effect.

(al) "Defined Gross Revenues" or "DGR" means all of the League and Team revenues that are included within the definition of Defined Gross Revenues, as set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(am) "Guaranteed League-wide Salary" means the minimum amount

that the Teams in the NFL must pay in Player Costs during a League Year, if applicable, as set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(an) "Minimum Team Salary" means the minimum amount that each Team must pay in Salaries during a League Year, if applicable, as set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), Section 5.

(ao) "Paragraph 5 Salary" means the compensation set forth in paragraph 5 of the NFL Player Contract, or in any amendments thereto.

(ap) "Player Costs" means the total Salaries and Benefits attributable to a League Year for all NFL Teams under all of the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), but not including loans, loan guarantees, unpaid grievances attributions, and unearned incentives.

(aq) "Projected Benefits" means the amount of Benefits projected in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(ar) "Projected Defined Gross Revenues" means the amount of Defined Gross Revenues projected in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(as) "Room" means the extent to which a Team's then-current Team Salary is less than either the Salary Cap or Entering Player Pool, as applicable.

(at) "Salary Cap" means the absolute maximum amount of Salary that each Club may pay or be obligated to pay or provide to players or Player Affiliates, or may pay or be obligated to pay to third parties at the request of and for the benefit of Players or Player Affiliates, at any time during a particular League Year, in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary), if applicable.

(au) "Team Salary" means the Team's aggregate Salary for Salary Cap purposes, as calculated in accordance with the rules set forth in Article XXIV (Guaranteed League-wide Salary, Salary Cap & Minimum Team Salary).

(av) "Uncapped Year" means any League Year for which a Salary Cap is not in effect.

Section 4. Further Definitions:

(aw) "Final League Year" means the League Year which is scheduled prior to its commencement to be the final League Year of this Agreement. As of the date hereof, the Final League Year is the 2000 League Year. If neither party hereto has by December 1, 1997 cancelled the extension of this Agreement set forth in Article LXI (Extension of Agreement), Section 1, then, beginning on the first date of the 1998 League Year, the Final League Year will be the 2001 League Year. If neither

Article I, Section 4 (ax)

party has by December 1, 1998 cancelled the extension of this Agreement set forth in Article LXI (Extension of Agreement), Section 2, then, beginning on the first date of the 1999 League Year, the Final League Year will be the 2002 League Year. The Final League Year shall always be an Uncapped Year.

(ax) "Final Capped Year" means the League Year immediately prior to the Final League Year. The Final Capped Year shall be Capped unless the Salary Cap is removed pursuant to Article XXIV (Guaranteed League-Wide Salary, Salary Cap & Minimum Team Salary), Section 4(b)(ii)(4).

**Extension Agreement 6/6/96*

ARTICLE II GOVERNING AGREEMENT

Section 1. Conflicts: The provisions of this Agreement supersede any conflicting provisions in the NFL Player Contract, the NFL Constitution and Bylaws, or any other document affecting terms and conditions of employment of NFL players, and all players, Clubs, the NFLPA, the NFL, and the Management Council will be bound hereby. The provisions of the Stipulation and Settlement Agreement in White v. NFL, No. 4-92-906 (D. Minn.) ("Settlement Agreement"), shall supersede any conflicting provisions of this Agreement.

Section 2. Implementation: The NFLPA and the Management Council will use their best efforts to faithfully carry out the terms and conditions of this Agreement and to see that the terms and conditions of this Agreement are carried out in full by players and Clubs. The NFLPA will use its best efforts to see that the terms and conditions of all NFL Player Contracts are carried out in full by players.

Section 3. Management Rights: The NFL Clubs maintain and reserve the right to manage and direct their operations in any manner whatsoever, except as specifically limited by the provisions of this Agreement and the Settlement Agreement.

Section 4. Rounding: For the purposes of any amounts to be calculated or used pursuant to this Agreement with respect to Required Tenders, Qualifying Offers, Minimum Salaries, Minimum Active/Inactive List Salaries, Team Salary, DGR, Excluded DGR, Benefits, Player Costs, Projected DGR, Projected Benefits, or Salary, such amounts shall be rounded to the nearest \$1,000.

ARTICLE III SCOPE OF AGREEMENT

Section 1. Scope: This Agreement represents the complete understanding of the parties on all subjects covered herein, and there will be no change in the terms and conditions of this Agreement without mutual consent. Except as otherwise provided in Article V (Union Security), Section 6, on Union Security, and on Article LIV (Workers' Compensation), Section 7, on Workers' Compensation, the NFLPA and the Management Council waive all rights to bargain with one another concerning any subject covered or not covered in this Agreement for the duration of this Agreement, including the provisions of the NFL Constitution and Bylaws; provided, however, that if any proposed change in the NFL Constitution and Bylaws during the term of this Agreement could significantly affect the terms and conditions of employment of NFL players, then the Management Council will give the NFLPA notice of and negotiate the proposed change in good faith.

Section 2. Arbitration: The question of whether the parties engaged in good faith negotiations, or whether any proposed change in the NFL Constitution and Bylaws would violate or render meaningless any provision of this Agreement, may be the subject of a non-injury grievance under Article IX (Non-Injury Grievance), which shall be the exclusive method for resolving disputes arising out of this Section 2. If the arbitrator finds that either party did not engage in good faith negotiations, or that the proposed change would violate or render meaningless any provision of this Agreement, he may enter an appropriate order, including to cease and desist from implementing or continuing the practice or proposal in question; provided, however, that the arbitrator may not compel either party to this Agreement to agree to anything or require the making of a concession by either party in negotiations.

ARTICLE IV NO STRIKE/LOCKOUT/SUIT

Section 1. No Strike/Lockout: Except as otherwise provided in Article V (Union Security), Section 6, or Article LIV (Workers' Compensation), Section 7, neither the NFLPA nor any of its members will engage in any strike, work stoppage, or other concerted action interfering with the operations of the NFL or any Club for the duration of this Agreement, and no Clubs, either individually or in concert with other Clubs, will engage in any lockout for the duration of this Agreement. Any claim by the Management Council that the NFLPA has violated this Section 1 will not be subject to the grievance procedure or the arbitration provisions of this Agreement and the Management Council will have the right to submit such claim directly to the courts.

Section 2. No Suit: The NFLPA agrees that neither it nor any of its members, nor agents acting on its behalf, nor any member of its bargaining unit, will sue, or support financially or administratively, or voluntarily provide testimony or affidavit in, any suit against, the NFL or any Club with respect to any claim relating to any conduct permitted by this Agreement, the Settlement Agreement, or any term of this Agreement or the Settlement Agreement, including, without limitation, the Articles concerning the College Draft, the Compensatory Draft, the Option Clause, the Entering Player Pool, Veterans With Less Than Three Accrued Seasons, Veteran Free Agency, Franchise and Transition Players, the Final Eight Plan, Guaranteed League-wide Salary, Salary cap and Minimum Team Salary, and the Waiver System, and provisions applicable to the trading of players; provided, however, that nothing contained in this Section 2 will prevent the NFLPA or any player from asserting that any Club, acting individually or in concert with other Clubs, or the Management Council, has: (1) breached the terms of this Agreement, the NFL Player Contract, the revised NFL Player Contract, or the NFL Constitution and Bylaws, and from processing such asserted breach as a non-injury grievance under Article IX (Non-Injury Grievance) or asserting any claim before the Special Master or the Impartial Arbitrator as provided in this Agreement; or (2) breached the terms of the Settlement Agreement and from asserting such a claim before the Special Master, Impartial Arbitrator, or the Federal District Court, as provided for in the Settlement Agreement. In addition, neither the NFLPA nor any of its members, agents acting on its behalf, nor any members of its bargaining unit will sue, or support financially or administratively any suit against, the NFL or any Club relating to the presently existing provisions of the Constitution and Bylaws of the NFL as they are currently operative and administered (except any provisions relating to the 1982 CBA, which have been superseded by this Agreement); provided, however, that nothing herein shall prevent the NFLPA, its members, agents or bargaining unit members from asserting any

rights they may have under the federal labor laws or under this Agreement or the Settlement Agreement.

Section 3. Releases: The releases and covenants not to sue contained in Article XIX (Releases and Covenants Not to Sue) of the Settlement Agreement are hereby incorporated by reference.

ARTICLE V UNION SECURITY

Section 1. Union Security: Every NFL player has the option of joining or not joining the NFLPA; provided, however, that as a condition of employment commencing with the execution of this Agreement and for the duration of this Agreement and wherever and whenever legal: (a) any active player who is or later becomes a member in good standing of the NFLPA must maintain his membership in good standing in the NFLPA; and (b) any active player (including a player in the future) who is not a member in good standing of the NFLPA must, on the 30th day following the beginning of his employment or the execution of this Agreement, whichever is later, pay, pursuant to Section 2 below or otherwise to the NFLPA, an annual service fee in the same amount as any initiation fee and annual dues required of members of the NFLPA.

Section 2. Check-off: Commencing with the execution of this Agreement, each Club will check-off the initiation fee and annual dues or service charge, as the case may be, in equal weekly or biweekly installments from each pre-season and regular season pay check, beginning with the first pay check after the date of the first pre-season squad cutdown, for each player for whom a current check-off authorization (copy attached hereto as Appendix A and made a part of this Agreement) has been provided to the Club. The Club will forward the check-off monies to the NFLPA within seven days of the check-off.

Section 3. NFLPA Meetings: The NFLPA will have the right to conduct three meetings on Club property each year, including one at the time of a Club's minicamp, provided that the player representative or NFLPA office has given the Club reasonable notice of its desire to hold such a meeting by the close of business on Friday of the week before the week in which the meeting is to take place, or by the close of business Thursday if the meeting is scheduled for the following Monday. No meeting will be held at a time which would disrupt a coach's team schedule.

Section 4. NFLPA Player Group Licensing Program: The NFL recognizes that players have authorized the NFLPA to act as their agent in a Group Player Licensing program (defined below) for their benefit. The NFL hereby agrees that neither it, any Club, nor any affiliate of the NFL and/or any Club shall acquire, seek to acquire, induce others to acquire, or assist others in acquiring Group Player Licensing rights, or interfere in any manner with any player's conveyance of such rights pursuant to the NFLPA Group Player Licensing program, except as otherwise explicitly agreed to between the NFLPA and the NFL. Any disputes that arise regarding the NFL's conduct in this regard shall be submitted for expedited arbitration pursuant to

Article IX (Non-Injury Grievance). For the purposes of this Section 4, Group Player Licensing shall be defined as the use of a total of six or more NFL players' names, signatures facsimiles, voices, pictures, photographs, likenesses and/or biographical information on: (a) products in any one product category, as defined by industry standards; or (b) products in different categories if a total of six or more players are used and (i) the products all use similar or derivative design or artwork or (ii) one such player product is used to promote another player product. For the purposes of this Section 4, Group Player Licensing includes, without limitation, products sold at retail and products that are used as promotional or premium items.

Section 5. Disputes: Any dispute over compliance with, or the interpretation, application or administration of this Article, except any dispute concerning Section 4 of this Article, will be processed pursuant to Article IX (Non-Injury Grievance). Any decision of an outside arbitrator pursuant thereto will constitute full, final and complete disposition of the dispute, and will be binding on the player(s) and Club(s) involved and the parties to this Agreement.

Section 6. Procedure for Enforcement:

(a) Upon written notification to the Management Council by the NFLPA that a player has not paid any initiation fee, dues or the equivalent service fee in violation of Section 1 of this Article V (Union Security), the Management Council will within seven days consider the matter. If there is no resolution of the matter within seven days, then the Club will, upon notification of the NFLPA, suspend the player without pay. Such suspension will continue until the NFLPA has notified the Club in writing that the suspended player has satisfied his obligation as contained in Section 1 of this Article V (Union Security). The parties hereby agree that suspension without pay is adopted as a substitute for and in lieu of discharge as the penalty for a violation of the union security clause of the Agreement and that no player will be discharged for a violation of that clause. The player's contract will be tolled during the period of any such suspension. A copy of all notices required by this "Procedure for the Enforcement of the Union Security Agreement Between the NFL Management Council and the NFLPA" will be simultaneously mailed to the player involved and the Management Council.

(b) It is further agreed that the term "member in good standing" as used in this Article V (Union Security) applies only to payment of dues or initiation fee and not any other factors involved in union discipline.

(c) It is further agreed that notwithstanding Article III (Scope of Agreement), Article IV (No Strike/Lockout/Suit), and Article LVIII (Duration of Agreement), that if at any time in the term of the Agreement, any court or agency shall wholly or partially invalidate the provisions of Article V (Union Security) relating to Union Security, then the NFLPA may reopen

this Agreement upon the giving of 10 days' written notice, with reference solely to the issue of Union Security, and both parties will have an obligation to resume negotiations limited to the issue of Union Security, and both parties will be free to engage in whatever concerted or other action may be permitted by law in support of their positions.

Section 7. NFLPA Responsibility: It is agreed that neither the NFL nor any Club shall be liable for any salary, bonus, or other monetary claims of any player suspended pursuant to the terms of Section 6 above. Collection of initiation fees, annual dues, service charges or other check-off amounts missed because of inadvertent errors shall be the responsibility of the NFLPA. The NFLPA shall be solely responsible for refunds to players in the case of any sums deducted not in conformity with the provisions of the NFLPA Constitution and Bylaws or applicable law.

Section 8. Orientations: During the annual Timing and Testing Sessions of the Scouting Combines, the NFL will use best efforts to ensure that the NFLPA will be permitted to present one-hour orientations for all of the college players attending the session. The orientation will include only information on the Career Planning Program, the Chemical Dependency Program, the NFLPA Agent Certification System, and other information contained in this Agreement and will encourage the players to participate fully in all activities of the Scouting Combine. The NFLPA will also have the right to space in the public area of the players' hotel, staffed by NFLPA employees, to provide information requested by players during their free time at the Combine. The NFLPA and the NFL will also sponsor an orientation with an agreed-upon agenda for all rookies on a Club-by-Club basis during the first half of the NFL regular season, which meetings may take place on the players' day off if no other mutually acceptable day is agreed upon.

ARTICLE VI NFLPA AGENT CERTIFICATION

Section 1. Exclusive Representation: The NFLMC and the Clubs recognize that the NFLPA regulates the conduct of agents who represent players in individual contract negotiations with Clubs. The NFLMC and the Clubs agree that the Clubs are prohibited from engaging in individual contract negotiations with any agent who is not listed by the NFLPA as being duly certified by the NFLPA in accordance with its role as exclusive bargaining agent for NFL players. The NFLPA shall provide and publish a list of agents who are currently certified in accordance with its agent regulation system, and shall notify the NFLMC and the Clubs of any deletions or additions to the list pursuant to its procedures. The NFLPA agrees that it shall not delete any agent from its list until that agent has exhausted the opportunity to appeal the deletion to a neutral arbitrator pursuant to its agent regulation system. The NFLPA shall have sole and exclusive authority to determine the number of agents to be certified, and the grounds for withdrawing or denying certification of an agent. The NFLPA agrees that it will not discipline, dismiss or decertify agents based upon the results they achieve or do not achieve in negotiating terms or conditions of employment with NFL Clubs.

Section 2. Enforcement: Under procedures to be established by agreement between the NFL and the NFLPA, the Commissioner shall disapprove any NFL Player Contract(s) between a player and a Club unless such player: (a) is represented in the negotiations with respect to such NFL Player Contract(s) by an agent or representative duly certified by the NFLPA in accordance with the NFLPA agent regulation system and authorized to represent him; or (b) acts on his own behalf in negotiating such NFL Player Contract(s).

Section 3. Penalty: Under procedures to be established by agreement between the NFL and the NFLPA, the NFL shall impose a fine of \$10,000 upon any Club that negotiates any NFL Player Contract(s) with an agent or representative not certified by the NFLPA in accordance with the NFLPA agent regulation system if, at the time of such negotiations, such Club either (a) knows that such agent or representative has not been so certified or (b) fails to make reasonable inquiry of the NFLPA as to whether such agent or representative has been so certified. Such fine shall not apply, however, if the negotiation in question is the first violation of this Article by the Club during the term of this Agreement. It shall not be a violation of this Article for a Club to negotiate with any person named on (or not deleted from) the most recently published list of agents certified by the NFLPA to represent players.

ARTICLE VII PLAYER SECURITY

Section 1. No Discrimination: There will be no discrimination in any form against any player by the Management Council, any Club or by the NFLPA because of race, religion, national origin or activity or lack of activity on behalf of the NFLPA.

Section 2. Personal Appearance: Clubs may make and enforce reasonable rules governing players' appearance on the field and in public places while representing the Clubs; provided, however, that no player will be disciplined because of hair length or facial hair.